

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA**

1. MARK WAYNE BARNETT,

2. KELLI JEAN BARNETT,

Plaintiffs,

V.

1. FARMERS INSURANCE COMPANY,
INC., a foreign, for-profit insurance
corporation,

Defendant.

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) Case No. 17-cv-631-JED-JFJ

COMPLAINT

A. Parties

1. Plaintiffs, Mark Wayne Barnett and Kelli Jean Barnett, are each citizens of the State of Oklahoma.

2. Defendant, Farmers Insurance Company, Inc., is a foreign, for-profit insurance corporation incorporated and organized under the laws of the State of Kansas.

3. The principal place of business for Defendant, Farmers Insurance Company, Inc., is within the State of Kansas.

4. The Defendant, Farmers Insurance Company, Inc., is licensed to conduct business in the State of Oklahoma and may be served with process through the Oklahoma Department of Insurance.

5. This action is not related to any other case filed in this court.

B. Jurisdiction

6. The court has jurisdiction over this matter pursuant to 28 U.S.C. §1332 as there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

C. Facts

7. At all times material hereto, Plaintiffs, Mark Wayne Barnett and Kelli Jean Barnett, owned a home located at 1413 W. Rockport Street, Broken Arrow, Oklahoma, which was insured pursuant to the terms and conditions of an insurance policy, policy No. 0308763426, issued by the Defendant, Farmers Insurance Company, Inc.

8. On or about August 5, 2017, Plaintiffs' home was damaged as the result of wind.

9. At all times material hereto, the Plaintiffs, Mark Wayne Barnett and Kelli Jean Barnett, were insured under the terms and conditions of an insurance policy, policy No. 0308763426, issued by the Defendant, Farmers Insurance Company, Inc. Plaintiffs, Mark Wayne Barnett and Kelli Jean Barnett, timely submitted a claim to Defendant (Claim No. 3009295752-1-1).

10. At all times material hereto, Plaintiffs, Mark Wayne Barnett and Kelli Jean Barnett, complied with the terms and conditions of their insurance policy.

11. Wind is a covered peril and the Plaintiffs' damages which occurred on or about August 5, 2017 are not otherwise excluded pursuant to the terms and conditions of the policy issued by the Defendant, Farmers Insurance Company, Inc.

D. Count I: Breach of Contract

12. Plaintiffs, Mark Wayne Barnett and Kelli Jean Barnett, hereby assert, allege and incorporate paragraphs 1-11 herein.

13. The property insurance policy No. 0308763426, issued by the Defendant, Farmers Insurance Company, Inc., was in effect on August 5, 2017.

14. The acts and omissions of the Defendant, Farmers Insurance Company, Inc., in the investigation, evaluation, and denial of Plaintiffs' claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought.

15. Defendant's breach of contract includes, but is not limited to, the improper denial of Plaintiffs' claim and the failure to pay for covered damage to the Plaintiffs' home, including the Plaintiffs' wind damaged roofing system. Defendant, Farmers Insurance Company, Inc., improperly and unreasonably denied Plaintiffs' claim when the above mentioned loss was covered pursuant to the terms and conditions of the policy purchased by Plaintiffs. During its inspection of Plaintiffs' roofing system, Defendant ignored, disregarded, and intentionally refused to consider obvious wind damage to Plaintiffs' shingled roofing surface. Further, Defendant

unreasonably utilized a “ladder assist” as an unlicensed adjuster in Plaintiffs’ claim. Defendant’s investigation, evaluation, and denial of Plaintiffs’ claim was unreasonable, outside of insurance industry standards, and was based upon the unreasonable inspection of an unlicensed “ladder assist” who unreasonably ignored and refused to consider the covered wind damage to Plaintiffs’ roofing system.

E. Count II: Bad Faith

16. Plaintiffs, Mark Wayne Barnett and Kelli Jean Barnett, hereby assert, allege and incorporate paragraphs 1-15 herein.

17. The above mentioned acts and omissions of the Defendant, Farmers Insurance Company, Inc., in the investigation, evaluation, and denial of Plaintiffs’ claim were unreasonable and constitute bad faith for which bad faith and extra-contractual damages are hereby sought. Defendant unreasonably and in bad faith failed to pay for covered damage to the Plaintiffs’ home, including the Plaintiffs’ obviously wind damaged roofing system. Defendant conducted an improper and unreasonable claim investigation, evaluation, and adjustment which resulted in an unreasonable denial of payment for Plaintiffs’ covered loss. Defendant, Farmers Insurance Company, Inc., improperly and unreasonably denied Plaintiffs’ claim without proper and reasonable investigation. During its inspection, Defendant disregarded obvious wind damage to Plaintiffs’ roofing system and failed to consider the wind damage to Plaintiffs’ roof as a whole. During its inspection of

Plaintiffs' roofing system, Defendant ignored, disregarded, and intentionally refused to consider obvious wind damage to Plaintiffs' shingled roofing surface. Further, Defendant unreasonably utilized a "ladder assist" as an unlicensed adjuster in Plaintiffs' claim. Defendant's investigation, evaluation, and denial of Plaintiffs' claim was unreasonable, outside of insurance industry standards, and was based upon the unreasonable inspection of an unlicensed "ladder assist" who unreasonably ignored and refused to consider the covered wind damage to Plaintiffs' roofing system.

18. Defendant's unreasonable, bad faith conduct includes, but is not limited to, an unreasonable claim investigation, evaluation, and adjustment which resulted in an improper denial of coverage for Plaintiffs' covered loss.

F. Count III: Punitive Damages

19. Plaintiffs, Mark Wayne Barnett and Kelli Jean Barnett, hereby assert, allege and incorporate paragraphs 1-18 herein.

20. The unreasonable conduct of the Defendant, Farmers Insurance Company, Inc., in the handling of Plaintiffs' claim was intentional, willful, wanton, and was committed with a reckless disregard for the rights of the Plaintiffs for which punitive damages are hereby being sought.

G. Demand for Jury Trial

21. The Plaintiffs Mark Wayne Barnett and Kelli Jean Barnett, hereby

request that the matters set forth herein be determined by a jury.

H. Prayer

22. Having properly pled, Plaintiffs, Mark Wayne Barnett and Kelli Jean Barnett, hereby seek contractual, bad faith and punitive damages against the Defendant, Farmers Insurance Company, Inc., all in an amount in excess of \$75,000.00; including costs, interest and attorney fees.

Respectfully submitted,

S/ Michael D. McGrew

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